

SERFF Tracking Number:	HRTD-125629473	State:	Arkansas
Filing Company:	ING Life Insurance and Annuity Company	State Tracking Number:	39773
Company Tracking Number:			
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	E-403bR-09		
Project Name/Number:	/		

## Filing at a Glance

Company: ING Life Insurance and Annuity Company

Product Name: E-403bR-09

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: HRTD-125629473 State: ArkansasLH

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Nancy Pare

Date Submitted: 07/30/2008

State Tr Num: 39773

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 08/01/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/01/2008

State Status Changed: 08/01/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type:

Group Market Size:

Group Market Type:

Deemer Date:

The endorsements submitted for review and approval are designed for use with group and individual variable, fixed, or combination annuity contracts and certificates. Please see cover letter for filing description.

## Company and Contact

### Filing Contact Information

Nancy Pare, Contract Consultant

One Orange Way

Nancy.Pare@us.ing.com

(860) 580-2829 [Phone]

SERFF Tracking Number: HRTD-125629473 State: Arkansas  
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 39773  
Company Tracking Number:  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: E-403bR-09  
Project Name/Number: /

Windsor, CT 06095

(860) 580-4842[FAX]

**Filing Company Information**

ING Life Insurance and Annuity Company  
One Orange Way  
Windsor, CT 06095  
(800) 654-8065 ext. [Phone]

CoCode: 86509  
Group Code: 229  
Group Name:  
FEIN Number: 71-0294708  
-----

State of Domicile: Connecticut  
Company Type:  
State ID Number:

SERFF Tracking Number: HRTD-125629473 State: Arkansas  
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 39773  
Company Tracking Number:  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: E-403bR-09  
Project Name/Number: /

## Filing Fees

Fee Required? Yes  
Fee Amount: \$40.00  
Retaliatory? No  
Fee Explanation: 2 endorsements @ \$20.00 each  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ING Life Insurance and Annuity Company	\$40.00	07/30/2008	21668397

SERFF Tracking Number:	HRTD-125629473	State:	Arkansas
Filing Company:	ING Life Insurance and Annuity Company	State Tracking Number:	39773
Company Tracking Number:			
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	E-403bR-09		
Project Name/Number:	/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/01/2008	08/01/2008

<i>SERFF Tracking Number:</i>	<i>HRTD-125629473</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ING Life Insurance and Annuity Company</i>	<i>State Tracking Number:</i>	<i>39773</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>E-403bR-09</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Disposition

Disposition Date: 08/01/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HRTD-125629473 State: Arkansas

Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 39773

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: E-403bR-09

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Code Section 403(b) Annuity		Yes
Form	Code Section 403(b) Paid Up Annuity		Yes

SERFF Tracking Number: HRTD-125629473 State: Arkansas

Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 39773

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: E-403bR-09

Project Name/Number: /

## Form Schedule

Lead Form Number: E-403bR-09

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	E-403bR-09	Policy/Cont Code Section 403(b) Initial ract/Fratern Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	E-403bR-09.pdf
	E-403bTERM-08	Policy/Cont Code Section 403(b) Initial ract/Fratern Paid Up Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	E-403bTERM-08.pdf

## ING Life Insurance and Annuity Company

### Endorsement Code Section 403(b) Annuity

This Endorsement is made a part of the Contract and, if applicable, the Certificate to which it is attached. Where used in this Endorsement, the term Contract shall mean Certificate when this Endorsement is attached to a Certificate.

The purpose of this Endorsement is to amend the Contract to reflect the provisions of the Final Treasury Regulations effective January 1, 2009 which provide guidance on the requirements for an annuity contract under Section 403(b) of the Internal Revenue Code (Code). This Contract shall be interpreted in accordance with Code Section 403(b) and the regulations thereunder (Treasury Regulations).

The following provisions amend the terms of the Contract, and the terms of this Endorsement shall prevail in case of a conflict with any other terms of the Contract, including any prior endorsements unless specifically stated otherwise.

#### 1. Definitions of Terms Used in this Endorsement

- A. Employer.** Employer means the common law entity that established the Plan under which the Contract was issued. The Employer must be an organization described in Code Section 403(b)(1)(A). If the Employer is a state or local government entity, the Employer includes all state or local government entities that are on a common payroll with the Employer to the extent eligible under Code Section 403(b)(1)(A). The Employer also may include other Code Section 501(c)(3) entities that are under common control with the Employer, as determined under Treasury Regulation Section 1.414(c)-5.
- B. Employer Annuity Amounts.** Employer Annuity Amounts means amounts attributable to contributions made to an annuity contract under Code Section 403(b)(1) (including earnings thereon) that are not elective deferrals. Employer Annuity Amounts do not include after-tax employee contributions or earnings thereon.
- C. Employer Custodial Amounts.** Employer Custodial Amounts means amounts attributable to contributions made to a custodial account under Code Section 403(b)(7) (including earnings thereon) that are not elective deferrals, and which are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described in Paragraph 6.
- D. Plan.** The Employer's 403(b) plan pursuant to which this Contract is issued or, if applicable, any agreement under which information regarding this Contract and the Employer's 403(b) plan is shared as required by Section 1.403(b)-10(b)(2)(C) of the Treasury Regulations.
- E. Restricted Elective Deferrals.** Restricted Elective Deferrals means (1) with respect to a Section 403(b) annuity contract, elective deferral contributions made after December 31, 1988, pursuant to a salary reduction agreement, and the earnings on such contributions and on amounts held as of December 31, 1988; and (2) with respect to amounts held under a Section 403(b)(7) custodial account that are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described in Paragraph 6, elective deferral contributions made pursuant to a salary reduction agreement and the earnings on such contributions. Unless otherwise indicated, Restricted Elective Deferrals include employee designated Roth contributions within the meaning of Code Section 402A(c)(1).

#### 2. Coordination with the Plan

The Contract is established under a Plan of the Employer pursuant to Section 403(b) of the Code. This Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of this Contract and do not impose any responsibilities or duties on the Company greater than those set forth in this Contract.

The Company shall rely upon the Employer's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely upon instructions of the Employer and/or its designee in permitting contributions to and making distributions from this Contract (including distributions due to loans, annuity payouts, qualified domestic relations orders, hardship withdrawals and systematic distributions options) in accordance with the terms of the Plan.



To the extent provided for in the Treasury Regulations, the Employer and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this Contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this Contract. Except to the extent otherwise agreed between the Company and the Employer and/or its designee, the Company shall share with the Employer and/or its designee information regarding this Contract that the Employer and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.

### **3. Contributions**

Except in the case of a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 457(e)(16)) and 402A(e)(1), or as a result of an intra-plan exchange or plan-to-plan transfer described in Paragraph 6 below, contributions to the Contract must be made by the Employer (as defined in Paragraph 1). The Employer may not make contributions after the participant's death, except as permitted under Section 1.403(b)-4(d) of the Treasury Regulations.

### **4. Contribution Limits**

Contributions may not exceed the applicable limits under Code Sections 415 and 402(g).

Code Section 415 contains the maximum annual contribution limit for a participant under a Code Section 403(b) plan and includes employer nonelective contributions (including matching contributions), Code Section 403(b) elective deferrals, and after-tax contributions. Any amounts identified to be in excess of this limit that remain in the Contract shall be separately accounted for by the Company in accordance with Code Section 403(c).

For purposes of this Endorsement, Code Section 403(b) elective deferrals include employee pre-tax contributions and, to the extent permitted by the Plan and this Contract, any employee designated Roth contributions.

Elective deferral contributions made to this Contract and any other plans, contracts or arrangements of the Employer on behalf of the participant may not exceed the limits of Code Section 402(g). If the Company is notified that a contribution to the Contract has exceeded the limits of Code Section 402(g) or any other applicable Code section, the Company will, upon receipt of appropriate instruction, distribute such contribution plus any earnings or interest and less any losses to the participant no later than April 15 of the year following the year of the excess contribution or as otherwise permitted under the Code.

### **5. Nonforfeitable and Nontransferable**

The Contract is nontransferable within the meaning of Code Section 401(g) and the rights of the participant under the Contract are nonforfeitable.

### **6. Intra-Plan Exchanges and Plan-to-Plan Transfers**

Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this Contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.

### **7. Withdrawal Restrictions**

- A. In General.** Distributions from this Contract shall be made only in accordance with the requirements of Code Section 403(b), the Treasury Regulations, and the Plan. The Company has no responsibility to make any distribution (including distributions due to loans, annuity payouts, qualified domestic relations orders, hardship withdrawals and systematic distributions options) from this Contract until it has received instructions or information from the Employer and/or its designee in a form acceptable to the Company and necessary for the Company to administer this Contract in accordance with Code Section 403(b) the Treasury Regulations, and the Plan.
- B. Restricted Elective Deferrals.** Withdrawals and other distributions attributable to Restricted Elective Deferrals shall not be paid from this Contract unless the participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual salary deferral contributions, excluding earnings thereon).

- C. Employer Annuity Amounts.** Withdrawals and other distributions attributable to Employer Annuity Amounts shall not be paid from this Contract earlier than the participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan. This provision does not apply to individual contracts issued prior to January 1, 2009 or to certificates issued prior to January 1, 2009 under group contracts, unless the Plan otherwise restricted such withdrawals prior to that date.
- D. Employer Custodial Amounts.** Withdrawals and other distributions attributable to Employer Custodial Amounts that are transferred or exchanged into this Contract shall not be paid from this Contract unless the participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case the portion of the Employer Custodial Amounts available for hardship shall be limited to the Employer Custodial Amount balance held as of December 31, 1988.)
- E. Separate Accounting.** If this Contract includes both Restricted Elective Deferrals and other contributions and the Restricted Elective Deferrals are not separately accounted for by the Company, distributions may not be made earlier than the later of (1) any date permitted under section B of this Paragraph 7, and (2) any date permitted under section C or section D of this Paragraph 7, whichever is applicable, with respect to contributions that are not Restricted Elective Deferrals.
- F. Exchanges and Transfers.** With respect to amounts exchanged or transferred to this Contract pursuant to Paragraph 6, this Contract imposes distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.
- G. Exceptions**
- (1) Notwithstanding any other provision in this Paragraph 7, withdrawals and other distributions are permitted to be paid from this Contract to the extent (a) allowed by applicable law, (b) described in Paragraph 4, (c) required by a qualified domestic relations order within the meaning of Section 414(p), or (d) the withdrawal is a qualified reservist distribution described in Code Section 72(t)(2)(G).
  - (2) If the Employer informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Treasury Regulations, the Company shall distribute this Contract or the accumulated benefits thereunder in accordance with the requirements of Code Section 403(b) and the Treasury Regulations.
  - (3) The withdrawal restrictions described in this Paragraph 7 do not apply to amounts attributable to contributions that are eligible rollover distributions as described in Section 1.403(b)-10(d) of the Treasury Regulations and that have been separately accounted for by the Company.

**8. Required Minimum Distributions and Incidental Benefits**

Distributions from this Contract must be made in accordance with the required minimum distribution rules of Code sections 403(b)(10) and 401(a)(9) and may be taken in the form of an annuity option or other method permitted by the Contract and the Plan. Distributions from and benefits under this Contract also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such rules are incorporated herein by reference.

**9. Loans**

If permitted by the Plan, loans may be made under this Contract to the extent provided in the Contract or endorsements thereto, subject to the requirements of the Code, the Company's procedures and limitations in effect at the time the loan is requested or otherwise imposed by the Company.

## **10. Direct Rollovers**

A participant or the surviving spousal beneficiary of a deceased participant (or a participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover contribution (as defined in Section 408A(e) of the Code), as specified by the participant, beneficiary or spouse in a direct rollover. A distribution to a beneficiary who at the time of the participant's death was neither the spouse of the participant nor the spouse or former spouse of the participant who is an alternate payee under a qualified domestic relations order may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code), to the extent permitted under the Plan.

## **11. Plan Administration Subsidy**

The Company and/or its affiliates may provide Plan administration services to the Employer. Such services may be offered at no or reduced cost. Also, the Company may subsidize all or a portion of the Employer's Plan administration expenses by paying certain costs associated with the Employer's Plan administration personnel and/or certain costs associated with a third party administrator engaged by the Employer to administer the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company shall have no obligation to agree to Plan administration subsidy requests, and unless otherwise agreed to in advance by the Company and the Employer, the Company may limit or terminate the subsidy with respect to an Employer's Plan at the Company's sole discretion. Plan administration subsidies will be paid only to the extent requested by the Employer and agreed to by the Company in writing. The Company will determine the availability of a Plan administration subsidy on a basis that is not unfairly discriminatory.

The effective date of this Endorsement is January 1, 2009, or the effective date of the Contract, if later.



President  
ING Life Insurance and Annuity Company

## ING Life Insurance and Annuity Company

### Endorsement Code Section 403(b) Paid Up Annuity

This Endorsement is made a part of the Individual Annuity Contract or Certificate under a Group Annuity Contract to which it is attached.

- A. If this Endorsement is attached to an Individual Annuity Contract or to a Certificate under a Group Annuity Contract, then the Individual Annuity Contract or Certificate under a Group Annuity Contract is a "fully paid individual insurance annuity contract" ("Paid Up Annuity") issued as a distribution from a terminated Section 403(b) plan as provided in Treasury Regulation Section 1.403(b)-10(a). This Paid Up Annuity is issued to the Participant of the Employer's 403(b) Plan, a beneficiary, or an alternate payee under a domestic relations order that is qualified under Code Section 414(p), as applicable (hereinafter referred to as "you or your"). Under this Paid Up Annuity, you may
1. continue the Contract or Certificate in its accumulation phase, or
  2. at any time
    - (i) select an Annuity Option/Settlement Option, whichever is applicable, under this Paid Up Annuity, or
    - (ii) withdraw or roll over all or a portion of this Paid Up Annuity,

all subject to the provisions of the original Contract or Certificate and as modified by the provisions below.

- B. The provisions in the Contract or Certificate and in any Endorsements remain in force and unchanged, except for the following:
1. This Paid Up Annuity is no longer part of the Employer's 403(b) Plan. Notwithstanding that the Employer's 403(b) Plan was terminated, this Paid Up Annuity will remain subject to the requirements of Code Section 403(b), including minimum distribution requirements. However, the requirement that a contract be maintained pursuant to a Section 403(b) plan will no longer apply.
  2. No additional contributions, rollovers, transfers or exchanges of any type are allowed into this Paid Up Annuity.
  3. All amounts under the Individual Account(s) maintained under the Contract or Certificate shall be fully vested under this Paid Up Annuity as of the date of termination of the Employer's 403(b) Plan.
  4. Future loans, if applicable, will be allowed subject to the applicable terms and conditions of this Paid Up Annuity.
  5. You own all amounts held under this Paid Up Annuity and have all right, title and interest in this Paid Up Annuity. You may make all choices allowed under this Paid Up Annuity.

All amounts in this Paid Up Annuity are eligible to be withdrawn, applied to an Annuity Option/Settlement Option, whichever is applicable, or, if you are the Participant, the surviving spousal beneficiary of a deceased Participant, or the Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Code Section 414(p), elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) directly rolled over to an eligible retirement plan as defined in Code Section 402(c)(8)(B) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover distribution (as defined in Section 408A(e) of the Code).

If you are a beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a qualified domestic relations order, you may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code).

Such elections under this Paragraph 5 are subject to applicable charges or restrictions under the Contract or Certificate, including but not limited to, early withdrawal charges/surrender fees, market value adjustments, and restrictions on withdrawals from any fixed account option, and shall remain subject to the requirements under Code Section 403(b)(10).

6. Any Employer or Contract Holder approvals or certifications related to distributions previously required under the Contract or Certificate no longer apply.
7. If the Company was notified that the Employer's 403(b) Plan was subject to the Employee Retirement Income Security Act (ERISA), then the requirements of the Retirement Equity Act of 1984 (REA) will be administered by the Company.

This endorsement is effective as of the effective date of the termination of the Employer's 403(b) Plan.

A handwritten signature in black ink, appearing to read "Bruce A. Com". The signature is fluid and cursive, with a long horizontal stroke at the end.

President  
ING Life Insurance and Annuity Company

<i>SERFF Tracking Number:</i>	<i>HRTD-125629473</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ING Life Insurance and Annuity Company</i>	<i>State Tracking Number:</i>	<i>39773</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>E-403bR-09</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRTD-125629473 State: Arkansas  
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 39773  
Company Tracking Number:  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: E-403bR-09  
Project Name/Number: /

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 04/30/2008  
**Comments:**  
Attached is the Certification of Compliance.  
**Attachment:**  
AR Cert.pdf

### Review Status:

**Bypassed -Name:** Application 04/30/2008  
**Bypass Reason:** Not applicable.  
**Comments:**

### Review Status:

**Bypassed -Name:** Life & Annuity - Acturial Memo 04/30/2008  
**Bypass Reason:** Not applicable.  
**Comments:**

### Review Status:

**Satisfied -Name:** Cover Letter 07/29/2008  
**Comments:**  
Attached is the cover letter.  
**Attachment:**  
AR Cover Letter 07-30-08.pdf

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

CARRIER: ING Life Insurance and Annuity Company

FORM NUMBER(S)

FORM TITLE(S)

E-403bR-09

Endorsement

E-403bTERM-08

Endorsement

I hereby certify that to the best of my knowledge and belief the above form submission complies with Rule and Regulation 19s10 as well as all applicable requirements for the State of Arkansas.

*Nancy A. Pare*

\_\_\_\_\_  
Signature of Officer or Representative

Nancy A. Pare

\_\_\_\_\_  
Name

Contract Consultant

\_\_\_\_\_  
Title and/or Business Affiliation

07/30/08

\_\_\_\_\_  
Date





Americas

Nancy Pare  
Contract Consultant  
Legal Services - Contract Development  
One Orange Way  
Windsor, CT 06095-4774  
Phone: 860-580-2829  
Fax: 860-580-4842

July 30, 2008

Arkansas Insurance Department  
1200 W Third Street  
Little Rock, AR 72201-1904

**RE: ING Life Insurance and Annuity Company**  
**NAIC #229-86509, FEIN # 71-0294708**  
**Code Section 403(b) Annuity Endorsement: E-403bR-09**  
**Code Section 403(b) Paid Up Annuity Endorsement: E403bTERM-08**

On behalf of ING Life Insurance and Annuity Company, the above-captioned forms are submitted for your review and approval. They contain no unusual or possibly controversial items from normal company or industry standards. The endorsements are new and do not represent a replacement of any previously approved form.

The endorsements are designed for use with group and individual variable, fixed, or combination annuity contracts and certificates which were previously approved by your Department. Forms E-403bR-09 and E403bTERM-08 endorse the contracts and certificates shown on the attached list, as well as, any other 403(b) form we may have inadvertently omitted from the list. Additionally, we would like to use the endorsements for future Department approved 403(b) contracts or certificates, if appropriate.

The purpose of Endorsement E-403bR-09 is to amend the listed contracts and certificates, if applicable, to reflect the provisions of the final Treasury Regulations effective January 1, 2009 which provide guidance on the requirements for an annuity contract under Section 403(b) of the Internal Revenue Code. In order to update our contracts for these changes, we would like to begin using this endorsement upon state approval, but in no event later than January 1, 2009 for both new and existing customers.

The purpose of Endorsement E403bTERM-08 is to amend an existing 403(b) contract or certificate, as applicable, in order to allow the contract or certificate to serve as a "fully paid individual insurance annuity contract that is distributed to a participant in the event that an Employer elects to terminate its 403(b) plan as permitted by the final Treasury Regulations. This endorsement would be used only in the event of a plan termination. Since the Treasury Regulations would permit an Employer to terminate a 403(b) in advance of the effective date of the Treasury Regulations if certain conditions are met, we would like to begin using this endorsement as soon as possible in the event that an Employer terminates a plan prior to January 1, 2009.

We have not scored these forms for readability as the revisions reflect the provisions of the final Treasury Regulations, and it should be exempt from any readability requirements.

The endorsements will be filed in all jurisdictions where we are licensed to do business.

The endorsements are submitted in final printed form, subject to only minor modification in paper stock, ink, border, company logo, adaptation to computer printing and the possible inclusion of a barcode.

If you have any questions or require any additional information, please do not hesitate to contact me at (860) 580-2829, toll free at (800) 654-8065 (Ext. 580-2829) or by email at [nancy.pare@us.ing.com](mailto:nancy.pare@us.ing.com).

Thank you for your consideration.

Sincerely,

Nancy Pare  
Contract Consultant

# ING Life Insurance and Annuity Company

**Endorsement E-403bR-09 and E-403bTERM-08 will endorse the following Individual and Group Annuity Contracts and Certificates (or a state specific version thereof) if such forms were previously approved by your Department of Insurance.**

Group Contract No.	Certificate No.	Individual Contract No.
A001RP95	A007RC95	I-CDA-AFT (06/04)
A020RV95	A027RV95	IA-CDA-IA
G-CDA(12/99)	C-CDA(12/99)	I-CDA-HD
G-CDA-96(TORP)	GTCC-96(TORP)	I-FDA-HD
G-CDA-95(TORP)	GTCC-95(TORP)	IMT-CDA-HO
G-CDA-HD	GTCC-HD	IST-CDA-HO
G-CDA-HD(NS)	GTCC-HD(NS)	IST-FDA-HO
G-TDA-HG	GTUC-HG	IQNQI-CDA-GI
G-CDA-HF	GTCC-HF	IQNQI-CDA-GH
G-CDA-IA(RP)	GTCC-IA(RP)	IQNQI-FDA-GH
G-CDA-IB(TORP)	GTCC-IB(TORP)	IQNQI-FDA-GI
G-CDA-IB(ATORP)	GTCC-IB(ATORP)	IQNQI-FDA-GF
G-FP3-00	CERT-FP3-00	IQNQS-FDA-GF
G-FP3-01	CERT-FP3-01	IQNQS-CDA-GH
G-CDA-IC(A)	GTCC-IC(A)	IQNQS-FDA-GH
GST-CDA-HO	GTCC-HO	IQNQS-CDA-GI
GST-FDA-HO	GTFC-HO	IQNQS-FDA-GI
GIT-CDA-HO	GTCC-HO	PT-CDA-66
GIT-FDA-HO	GTFC-HO	PT-CDA-66A
GLIT-CDA-HO	GTCC-HO	PTI-CDA-GA
GLIT-FDA-HO	GTFC-HO	PTI-CDA-GB
GA-UP-66	GAC-UP-66	PTI-CDA-GI
GA-UPC-GO	GACC-GO and GACR-GO	PTS-CDA-GA
GQNQI-AUA-GH	GQNQC-AUA-GH	TRPAI-CDA-GE
GQNQI-AUA-GI	GQNQC-AUA-GI	TRPAS-CDA-GE
GQNQJF-AUA-GH	GQNQJFC-AUA-GH	
GQNQJF-AUA-GI	GQNQJFC-AUA-GI	
GQNQJI-AUA-GH	GQNQJC-AUA-GH	
GQNQJI-AUA-GI	GQNQJC-AUA-GI	
GQNQJS-AUA-GH	GQNQJC-AUA-GH	
GQNQJS-AUA-GI	GQNQJC-AUA-GI	
GQNQS-AUA-GH	GQNQC-AUA-GH	
GQNQS-AUA-GI	GQNQC-AUA-GI	